

RESOLUTION NO. R-99-

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE TOWN OF DAVIE PROVIDING FOR CONSTRUCTION OF CERTAIN IMPROVEMENTS CONCERNING THE RELOCATION OF REESE ROAD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the Town of Davie are desirous of having the Town make certain improvements in connection with State FM No. 228185/1/54/01, at the intersection of Davie Road and Reese Road in Davie, Broward County, Florida; and

WHEREAS, the State of Florida Department of Transportation is prepared to contribute funds towards construction and construction engineering and inspection of improvements for the relocation of Reese Road approximately 200 feet south of its present intersection with Davie Road to establish a new signalized intersection, modification of an existing storm water retention area adjacent to the I-595 limited access right-of-way, and construction of a new control structure (sedimentation inlet) with 24" pipe from the modified retention area to the adjacent rock pit; and

WHEREAS, the Town Council deems it in the best interests of the residents of the Town to enter into the Joint Participation Agreement, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the Joint Participation Agreement between the State of Florida Department of Transportation and the Town of Davie, a copy of which is attached hereto as Exhibit "A".

SECTION 2. The appropriate Town officials are authorized to take all necessary actions to implement the Agreement.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 1999.

FM No.: 228185/1/54/01

WPI: 4111050

F.A. No: N/A

Fund Code: DDR

Contract No: _____

Vendor No: VF596-046-527-003

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
TOWN OF DAVIE
JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 1999, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the Town of Davie, located at 6591 Southwest 45th Street, Davie, Florida, hereinafter called the TOWN.

WITNESSETH

WHEREAS, the DEPARTMENT and the TOWN are desirous of having the TOWN make certain improvements in connection with State FM No.: 228185/1/54/01, at the intersection of Davie Road and Reese Road in Broward County, Florida; and ,

WHEREAS, the DEPARTMENT is prepared to contribute funds toward construction and construction engineering and inspection of improvements consisting of : the relocation of Reese Road approximately 200 feet south of its present intersection with Davie Road to establish a new signalized intersection, modification of an existing storm water retention area adjacent to the I-595 limited access right-of-way, and construction of a new control structure (sedimentation inlet) with 24" pipe from the modified retention area to the adjacent rock pit, hereinafter referred to as the PROJECT; and,

WHEREAS, the construction of these improvements are in the interest of both the DEPARTMENT and the TOWN and it would be more practical, expeditious, and economical for the TOWN to perform such activities; and,

WHEREAS, the resolution _____, a copy of which is attached hereto and made a part hereof, authorizes the TOWN to enter into this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the PROJECT, the parties agree to the following:

1. The TOWN shall provide all design services necessary for completion of the PROJECT.
2. The TOWN shall obtain any permits necessary to complete the PROJECT.
3. The TOWN shall make available to the DEPARTMENT upon request any existing plans relevant to the TOWN'S design and construction activities. Prior to construction, the Department shall approve plans which reflect the modified retention area and other drainage improvements needed to replace existing drainage capacity. The TOWN will be responsible for verifying the accuracy of any PROJECT related plans prepared on the TOWN'S behalf, and shall revise them as necessary to reflect 'as-built' conditions upon completion of construction. Project plans that have been modified to reflect 'as built' conditions shall be provided to the Department.

4. The DEPARTMENT agrees to reimburse the TOWN for costs associated with construction and construction engineering and inspection of the aforementioned improvements in two payments as follows:
- o After a construction Contractor is selected by the TOWN but prior to the award of the contract by the TOWN, the TOWN shall advise the DEPARTMENT as to the date by which the TOWN intends to award the Construction Contract. The DEPARTMENT shall, within ninety (90) days of the TOWN's award of the Construction Contract, and upon receipt of a properly documented invoice, provide reimbursement to the TOWN in an amount not to exceed \$ 31, 250.00.
This represents 25 % of the DEPARTMENT'S Total Project Contribution.
 - o The DEPARTMENT shall, upon inspection and acceptance of all project-related construction, and upon receipt of a properly documented invoice provide reimbursement to the TOWN in an amount not to exceed \$ 93, 750.00.
This represents the remaining 75 % of the DEPARTMENT'S Total Project Contribution.
 - o **PROJECT costs in excess of the DEPARTMENT's Total Project Contribution shall be the sole responsibility of the TOWN.**

The DEPARTMENT'S TOTAL PROJECT CONTRIBUTION provided for work performed under this Agreement **shall not exceed ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00).**

5. The DEPARTMENT shall have ten (10) working days to approve any invoice submitted by the TOWN. PROJECT costs eligible for DEPARTMENT participation will be allowed only from the date of final execution of the Agreement. Travel expenses are not authorized in this AGREEMENT. The TOWN shall submit invoices for fees and other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof. Invoice(s) shall be submitted to the State of Florida, Department of Transportation, at 3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309. Attention: Mark Plass.
6. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the TOWN under any circumstances without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.
7. This AGREEMENT shall continue in effect and be binding to both the TOWN and the DEPARTMENT until the PROJECT is completed.

project, and all other records of the Contractor and subcontractors considered necessary by the Department for the proper audit of costs.

11. The DEPARTMENT may cancel this Agreement for refusal of the TOWN to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 of the Florida Statutes, made or reviewed by the TOWN in conjunction with this Agreement and shall make provisions in its Agreements with its consultants and sub-consultants to terminate for failure to comply with this provision.
12. The TOWN warrants that it has not employed or obtained any company or person, other than bona fide employees of the TOWN, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the TOWN. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
13. To the extent allowed by the Laws of Florida, the TOWN hereby agrees to indemnify, defend, save, and hold harmless the DEPARTMENT from all claims, demands liabilities, and suits of any nature arising out of, because of, or due to any negligent or intentional act and/or occurrence, omission, or commission of the TOWN, its agents, or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.

14. This AGREEMENT is governed by and construed in accordance with the laws of the State of Florida.
15. Section 2154.422(5), Florida Statutes, requires the DEPARTMENT to include a statement of vendor rights in this AGREEMENT. The TOWN is hereby advised of the following time frames. Upon receipt, the DEPARTMENT has ten (10) days to inspect the goods and services provided by the TOWN. The DEPARTMENT has twenty (20) days to deliver a request for payment to the Department of Banking and Finance. The twenty days are measured from the latter of the date the invoice is received or the goods and services are received, inspected and approved by the DEPARTMENT.
- If payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the TOWN. Interest payments of less than one (1) dollar will not be enforced unless the Town requests payment. Invoices which have to be returned to the TOWN because of invoice preparations errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided the DEPARTMENT.
- A Vendor Ombudsman has been established with the Department of Banking and Finance. the duties of this individual include acting as an advocate of the TOWN in the event that the TOWN may be experiencing problems in obtaining timely payments from the DEPARTMENT. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline (1-800-848-3792).

16. This document incorporates and includes all prior negotiations, correspondence, conversations, AGREEMENTS, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, AGREEMENTS or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or AGREEMENTS whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
17. The Department agrees to pay the TOWN for the services herein described at a compensation as detailed in this Agreement. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes.
18. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity,

and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 6 months from the date of being placed on the convicted vendor list.

19. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

District Four
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309
Attn: Teresa Martin, Contractual Services Coordinator
With a copy to: Mark Plass, FDOT Project Manager
A second copy to: District General Counsel

If to the TOWN:

Town of Davie
6591 Southwest 45th Street
Davie, Florida 33314-3399
Attn: Mr. Robert Rawls, P.E., Town Project Manager

IN WITNESS WHEREOF, the TOWN has caused this Joint Participation Agreement to be executed in its behalf this _____ day of _____, 1999, by the Mayor, and the DEPARTMENT has executed this Joint Participation Agreement through its District Secretary for District Four, Florida Department of Transportation, this _____ day of _____, 1999. The effective date of this AGREEMENT shall be the date the last party to this Agreement has signed.

TOWN OF DAVIE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
MAYOR

BY: _____
DISTRICT SECRETARY

ATTEST:

ATTEST:

TOWN CLERK (SEAL)

EXECUTIVE SECRETARY (SEAL)

APPROVED:

APPROVED:

BY: _____
TOWN ATTORNEY

DIRECTOR OF ADMINISTRATION

Date Of Execution: _____

APPROVED: (AS TO FORM)

BY: _____
DISTRICT LEGAL COUNSEL